

REMARKS

Claim 7 was examined and reported in the Office Action. Claim 7 is rejected. Claim 7 remains.

Applicant requests reconsideration of the application in view of the following remarks.

I. 35 U.S.C. §103(a)

It is asserted in the Office Action that claim 7 is rejected under 35 U.S.C. §103(a) as being unpatentable over U. S. Patent No. 4,836,553 issued to Suttle et al ("Suttle") in view of U. S. Patent No. 5,775,992 issued to Wood et al. ("Wood"), U. S. Patent No. 4,861,041 issued to Jones et al. ("Jones"), and U. S. Patent No. 5,732,950 issued to Moody ("Moody"). Applicant respectfully traverses the aforementioned rejection for the following reasons.

According to MPEP §2142

[t]o establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. (*In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991)).

Further, according to MPEP §2143.03,

"[t]o establish prima facie obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. (*In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974)." *All words in a claim must be considered* in judging the patentability of that claim against the prior art." (*In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970), emphasis added.)

Applicant's claim 7 contains the limitations of

- i) providing more than one pack of cards;
- j) providing a list of ranking game combinations corresponding to a use of said packs of cards;
- k) determining by said at least one player whether to rate that a combination of said at least one player's cards will beat a combination of dealer's cards and placing a first stake based on said determining;
- l) distributing by the dealer to each player who has placed the first stake, five cards from said more than one pack of cards, all face upwards and one card face upwards to the dealer;
- m) making a decision by each of said player who has placed the first stake, based on the combination of said player's cards, whether to forfeit said stake or to continue the game by placing a second stake;
- n) taking by the dealer four more cards face upwards and determining whether the dealer has a necessary combination of cards that equals or exceeds a minimum predetermined rank for the continuation of game; wherein while making a decision to continue the game and before making the second stake, placing by the at least one player a stake "insurance" that the dealer having a combination of cards lower than the necessary minimum combination for continuation of the game, wherein
- o) if the dealer fails to have the necessary combination of cards, the dealer paying the first stake and completing the cycle of the game, wherein if the dealer does not have the minimum game combination, the dealer paying the first stake and the stake "insurance" at a predetermined rate and completing the cycle of the game; and if the dealer has said minimum game combination, collecting the stake "insurance" by the dealer and continuing the game by comparing each player's combination of cards with the dealer's based on said list of ranking combination of cards;
and

if the dealer does have the necessary combination of cards for the continuation of the game, the dealer comparing each player's combination of cards with the dealer's, based on said list of ranking game combinations; wherein if the game combination of the dealer is higher than that of the player, the dealer wins and collects the first stake and the second stake, if the game combination of the player is higher than that of the dealer the player wins and the dealer pays the first stake at a predetermined fixed rate, and the second stake is paid according to the present scale of payments for

the ranking list of game combinations and the cycle of the game is completed.

Suttle discloses a poker game where a player automatically wins if a dealer has less than an ace-king combination or better. If the dealer has at least an ace-king combination or better, then the player's or dealer's hand that is highest wins.

Wood discloses a poker game involving five decks of playing cards where a winner is paid off depending on their hand, which can include any combination from the five decks.

Jones discloses a progressive jackpot component in a live casino table game where each player makes an additional wager at the beginning of each hand that makes that player eligible to win all of part of a jackpot. As further disclosed in Jones, if during the play of the hand a player is dealt a predetermined arrangement of cards, the player wins a preselected percentage of the jackpot amount. The jackpot is progressive in that money of the jackpot not won carries over to the next hand.

Moody discloses a video poker game where a 21 (a.k.a. blackjack) hand is also used for a poker hand.

It is asserted in the Office Action that Suttle and Wood disclose many of the limitations recited in Applicant's claim 7. In particular, it is asserted in the Office Action that the only distinguishing limitations of claim 7 in comparison to Suttle and Wood are steps f) and g) relating to the placing of a stake "insurance," and circumstances where the dealer either pays the stake "insurance" to the player or collects the stake "insurance" from the player." The Office Action refers to column 4, lines 21-27 of Jones, asserting that Suttle is a well known game of Caribbean Stud Poker, and further refers to column 8, lines 1-16 of Moody, asserting a poker game where a player may place an additional wager on the composition of the dealer's hand. The payouts on this additional wager would be made in accordance with a separate pay table to allow players the opportunity to win for certain high ranking hands achieved by the dealer. This additional wager would act as a type of insurance bet for situations in which the player achieves a high ranking hand but is beaten by dealer's hand.

Further, it is asserted in the Office Action that, determining exactly, what a predetermined ranking hand would have been in order for a player to be rewarded for the insurance bet, would have been a casino management decision that is obvious in the art. Applicant respectfully disagrees. The additional wager on the composition of the dealer's five card stud hand as disclosed in Moody at column 8, lines 1-16, is essentially a bonus wager, which is made before the normal (main) game, and independently thereof. Moreover, this bonus wager is known as side-bets that are used currently in many card games in addition to the normal game. In general, many casinos offer, without recourse to the normal game, the making of bonus wagers to enhance the game. This additional bonus wager made before the normal game, however, is not in common with the stake "insurance" as claimed by Applicant. Applicant's stake "insurance" is made by the players after distributing the cards to the players and the dealer, having analyzed the given card hand and deciding to continue the game.

The meaning of stake "insurance" in Applicant's claimed invention is to insure a player's own high ranking hands achieved by the players in situations where such high ranking hands may fail if a dealer's hand is lower than a necessary minimum combination for continuing the game. Consequently, the stake "insurance" is a necessary step of Applicant's claimed invention. Moreover, it is namely insurance by definition, because it insures the player from loss of potential wins on any of his stakes, "insurance" or the second stake. As asserted in Applicant's claim 7, the essential conditions for making the stake "insurance" are the player analyzing the distributed card hand, and deciding, whether to insure the available potentially winning card combination or not.

Distinguishable, the additional bonus wager on the composition of the dealer's five card stud hand in Moody is allowed to be made in any case for any composition of a dealer's hand, without any association to and causality by the player's hand. This additional bonus wager would act occasionally as a type of insurance bet only in very rare cases when the player achieves a high ranking hand, but is beaten by a dealer's higher hand.

Applicant respectfully disagrees with the assertion in the Office Action that determining exactly, what a predetermined ranking hand would have been in order for a player to be rewarded for the insurance bet, would have been an obvious casino management decision. In Applicant's claimed invention, the selection to place the stake "insurance" on a condition that the dealer's hand would be lower than the necessary minimum combination for continuation of the game is an essential feature. Its goal is to exclude a player's loss of wins in case, where the player has a higher ranking hand, and the dealer has no ranking hand, in which case the player's high ranking hand would be lost. Neither Suttle, Wood, Jones, Moody, nor the combination of the four, teach, disclose or suggest

p) making a decision by each of said player who has placed the first stake, based on the combination of said player's cards, whether to forfeit said stake or to continue the game by placing a second stake;

q) taking by the dealer four more cards face upwards and determining whether the dealer has a necessary combination of cards that equals or exceeds a minimum predetermined rank for the continuation of game; wherein while making a decision to continue the game and before making the second stake, placing by the at least one player a stake "insurance" that the dealer having a combination of cards lower than the necessary minimum combination for continuation of the game, wherein

r) if the dealer fails to have the necessary combination of cards, the dealer paying the first stake and completing the cycle of the game, wherein if the dealer does not have the minimum game combination, the dealer paying the first stake and the stake "insurance" at a predetermined rate and completing the cycle of the game; and if the dealer has said minimum game combination, collecting the stake "insurance" by the dealer and continuing the game by comparing each player's combination of cards with the dealer's based on said list of ranking combination of cards; and

if the dealer does have the necessary combination of cards for the continuation of the game, the dealer comparing each player's combination of cards with the dealer's, based on said list of ranking game combinations; wherein if the game combination of the dealer is higher than that of the player, the dealer wins and collects the first stake and the second stake, if the game combination of the player is higher

than that of the dealer the player wins and the dealer pays the first stake at a predetermined fixed rate, and the second stake is paid according to the present scale of payments for the ranking list of game combinations and the cycle of the game is completed.

Since neither Suttle, Wood, Jones, Moody, nor the combination of the four, teach, disclose or suggest all the limitations of Applicant's claim 7, as listed above, Applicant's claim 7 is not obvious over Suttle in view of Wood, Jones and Moody since a *prima facie* case of obviousness has not been met under MPEP §2142.

Accordingly, withdrawal of the 35 U.S.C. §103(a) rejection for claim 7 is respectfully requested.

CONCLUSION

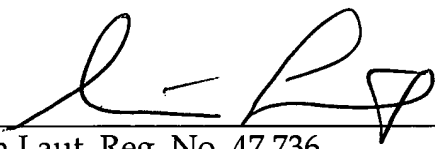
In view of the foregoing, it is submitted that claim 7 patentably defines the subject invention over the cited references of record, and are in condition for allowance and such action is earnestly solicited at the earliest possible date. If the Examiner believes a telephone conference would be useful in moving the case forward, he is encouraged to contact the undersigned at (310) 207-3800.

If necessary, the Commissioner is hereby authorized in this, concurrent and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2666 for any additional fees required under 37 C.F.R. §§1.16 or 1.17, particularly, extension of time fees.

Respectfully submitted,
BLAKELY, SOKOLOFF, TAYLOR, & ZAFMAN LLP

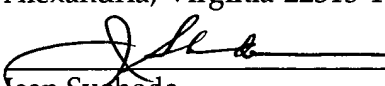
Dated: September 22, 2005

12400 Wilshire Boulevard
Seventh Floor
Los Angeles, California 90025
(310) 207-3800

By: 
Steven Laut, Reg. No. 47,736

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail with sufficient postage in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P. O. Box 1450, Alexandria, Virginia 22313-1450 on September 22, 2005.


Jean Svoboda